

PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
GATEWAY COMPANIES, INC. and Department of Information (State of Texas)
MASTER PRICE AGREEMENT 91-00151

The State of Texas, acting by and through the Department of Information Resources (DIR) is the Participating Entity under this Participating Addendum having the authority to enter into this Participating Addendum on behalf of Texas state agencies as defined in Section 2054.003, Texas Government Code (including institutions of higher education as defined in Texas Education Code, Section 61.003) and local governments as defined in Section 791.003, Texas Government Code. (Procuring Agencies)

1. Modification to Term #1, Definitions

"Agreement" means Master Price Agreement 91-00151 as amended, modified, or expanded by this Participating Addendum.

"Agreement Administrator" refers to the individual appointed by DIR to administer this Participating Addendum on behalf of the State of Texas, including Texas procuring agencies.

"Equipment" refers to desktop and laptop computers, servers, workstations, displays, peripherals and LAN and hardware components and spare parts listed in the Contractor's ESS/ Peripherals to include: Monitors; Audio/Video cards; Accessories; Storage and Memory. This Agreement shall not include the following: HB 1895 Software (excluding OS software), Printers, Networking Equipment, Scanners, Cameras, and Plotters.

"Procuring Agency" means any Texas State Agency as defined in Section 2054.003, Texas Government Code (including institutions of higher education as defined in Texas Education Code, Section 61.003) and local governments as defined in Section 791.003, Texas Government Code.

2. Modification to Term # 2, Scope of Work; replace entire section with the following:

The Contractor shall deliver computing system Products and Services to Procuring Agencies in accordance with the terms of this Agreement. This Agreement is a "price agreement." Accordingly, the Contractor shall provide Products, Customer Integration Services ("CIS"), limited Accessory Store Items, as identified in "Equipment" by DIR, or Services. Orders may be issued to purchase Products and/or Services listed on the Contractor's ESS. A Procuring Agency may purchase any quantity of Product or Service Listed in the Contractor's ESS at the prices stated therein. For large orders Contractor and Procuring Agency may negotiate quantity price discounts below the ESS price(s) for a given order. Contractor may offer authorized educational institutions educational price discounts that result in the prices below the ESS listed prices.

3. Title Passage

No changes to this section required by DIR.

4. Quantity Guarantee

No Changes to this section required by DIR.

5. Modification to Term #5, Order of Precedence

Each Purchase Order that is accepted by the Contractor will become a part of the Agreement as to the Products and Services listed on the Order only: no additional terms or conditions will be added to this Agreement as the result of acceptance of an Order. In the event of any conflict among these documents, the following order of precedence shall apply:

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- A. Executed Participating Addendum(s);
- B. The terms and conditions of the Master Price Agreement;
- C. Exhibits to this Agreement;
- D. The list of Products and Services contained in the purchase order;
- E. The request for proposals document; and
- F. Contractor's proposal including best and final offer.

6. Modification to Term #6, Payment Provisions

All Payments under this Agreement are subject to the following provisions

Modification of Section A "Acceptance"

A Procuring Agency shall determine whether all Products delivered to it meet the Contractor's published specifications. Payment shall be made thirty (30) days from the date of receipt of a correct invoice. Unless otherwise agreed upon between the Procuring Agency and the Contractor, within fifteen (15) days from the date of receipt of a correct invoice, the Procuring Agency shall accept or reject the Products or Services.

Modification of Section B "Payment of Invoice"

Invoices shall be submitted by Contractor directly to the Procuring Agency. Procuring Agency will endeavor to pay within thirty (30) days of invoice date each accurate and complete invoice from Contractor in accordance with the Texas Prompt Payment Act, Chapter 2251, Texas Government Code.

Procuring Agency must notify Gateway in writing within ten (10) business days of receipt of an incorrect invoice. Otherwise, the invoice will be deemed correct.

Section C, "Payment of Taxes"

No changes to this section are required by DIR.

Section D, "Invoices"

No changes to this section are required by DIR.

7. Agreement Term

No changes to this section are required by DIR.

8. Termination

No changes to this section are required by DIR.

9. Non-Appropriation

No changes to this section are required by DIR.

10. Shipment and Risk of Loss

No changes to this section are required by DIR.

11. Warranties

No changes to this section are required by DIR.

12. Patent, Copyright, Trademark and Trade Secret Indemnification

No changes to this section are required by DIR.

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13. Price Discounts

No changes to this section are required by DIR.

14. Equipment and Service Schedule

No changes to this section are required by DIR.

15. Product Substitutions

No changes to this section are required by DIR.

16. Technical Support

No changes to this section are required by DIR.

17. Year 2000

No changes to this section are required by DIR.

18. Product Delivery

No changes to this section are required by DIR.

19. Modification to Term #19, Impracticability of Performance; Add Sentence:

A Procuring Agency may terminate a purchase order if it is determined by the Procuring Agency that Contractor will not be able to deliver Product or Services in a timely manner to meet the business needs of the Procuring Agency.

20. Modification to Term #20, Records and Audit. Replace entire section with the following:

Contractor shall maintain adequate records to establish compliance with this Agreement until the later of a period of four years after termination of this Agreement or until full, final and unappealable resolution of all audit or litigation issues that arise under this Agreement. Such records shall include documentation of the date each Procuring Agency placed an order, identification of the ordering Procuring Agency, the Product and quantity ordered, including the name of the Product, the price quoted to the Procuring Agency for such order, the Procuring Agency purchase order number, the order date, ship date, shipping address, the invoice sent to the Procuring Agency relating to the order, the record of Procuring Agency payment and/or balance due, the calculations supporting each administrative fee owed DIR under this Agreement and such other documentation as DIR may request.

Contractor shall grant access to all paper and electronic records, books, documents, accounting procedures, practices and any other items relevant to the performance of this Agreement to DIR, the auditors designated by DIR, including auditors of the State Auditors' Office and of the United States, and such other persons or entities designated by DIR for the purposes of inspecting, auditing and/or copying such books and records. Copies and printouts requested by DIR shall be provided by Contractor without charge. DIR shall provide Contractor thirty (30) calendar days' notice prior to inspecting, auditing and/or copying Contractor's records. Contractor's records, whether paper or electronic, shall be made available during regular office hours. Contractor personnel familiar with the Contractor's books and records shall be available to DIR staff and designees as needed to explain the books and records to the extent necessary for the audit or inspection to be performed. Contractor shall provide adequate office space to DIR staff during the performance of an audit.

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If any inspection or audit performed hereunder reveals a combined overcharge to Customers and underpayment to DIR of its DIR Administrative Fee, taken in the aggregate, of five percent (5%) or greater for the period of the Agreement, then Gateway will pay a penalty of 10% (not to exceed \$5,000) of the overcharge and/or underpayment, to be reimbursed to DIR within thirty (30) days from receipt of an invoice from DIR.

21. Independent Contractor
No changes to this section are required by DIR.
22. Use of Subcontractors
No changes to this section are required by DIR.
23. Indemnification
No changes to this section are required by DIR.
24. Amendments
No changes to this section are required by DIR.
25. Scope of Agreement
No changes to this section are required by DIR.
26. Invalid Term or Condition
No changes to this section are required by DIR.
27. Enforcement of Agreement
No changes to this section are required by DIR.
28. Modification to Term #28, Web Site Maintenance; Add sentence:
Contractor agrees to publish the web site developed for this addendum as the main web site for the Public Sector for the State of Texas.
29. Equal Opportunity Compliance
No changes to this section are required by DIR.
30. Limitation of Liability
No changes to this section are required by DIR.
31. Applicable Law
No changes to this section are required by DIR.
32. Modification to Term #32, Change in Contractor Representatives; replace entire section with the following:
Contractor shall appoint a primary representative to work with the Agreement Administrator to maintain, support and market this Participating Addendum. DIR reserves the right to require a change in Contractor's then-current primary representative if the representative is not, in the opinion of the DIR, serving the needs of the State of Texas adequately.
33. Release
No changes to this section are required by DIR.

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34. Modification to Term #34, Confidentiality; replace entire section with the following:

Contractor acknowledges that Procuring Agencies in Texas are government agencies subject to the Texas Public Information Act. Contractor also acknowledges that procuring agencies will comply with the Public Information Act, and also with all opinions of the Texas Attorney Generals' office concerning this Act.

Under the terms of this Contract DIR may provide Contractor with information related to DIR customers. Contractor shall comply with all DIR Privacy Policy Guidelines, including, but not limited to, the requirement that Contractor shall not re-sell or otherwise distribute or release to any party in any manner DIR customer information.

Prior to and during the Term of this Agreement, Gateway may convey to DIR proprietary and confidential information about Gateway Products, Services, strategy and analysis. DIR shall not disclose to any third party any such information marked CONFIDENTIAL, COMPETITION SENSITIVE, PROPRIETARY, STRICTLY PRIVATE, or INTERNAL DATA, or which, though not so marked, could reasonably be construed as confidential or sensitive (all collectively "Confidential Information"), nor shall it use any such Confidential Information for its own benefit, except as provided herein. Any reliance on such Confidential Information is at DIR's own risk. The use, protection and disclosure of Confidential Information shall be governed and covered by a separately executed mutual non-disclosure agreement.

35. Conflict of Interest

No changes to this section are required by DIR.

36. Replacement Parts

No changes to this section are required by DIR.

37. FCC Certification

No changes to this section are required by DIR.

38. Site Preparation

No changes to this section are required by DIR.

39. Assignment

No changes to this section are required by DIR.

40. Modification to Term #40, Agreement Administrator, make the following change:

Replace NMSPA with DIR.

41. no section 41 listed in Master Agreement

42. Survival

No changes to this section are required by DIR.

43. Modification of Term # 43, Lease Agreements, delete section in its entirety.

Lease agreement terms and conditions have not been approved for use under this Participating Addendum.

44. Succession

No changes to this section are required by DIR.

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45. Modification to Term #45, Notification, replace NMSPA information with the following:

To DIR:

Bill Peek

Texas Department of Information Resources

300 West 15th Street, Suite 1300

Austin, TX 78701

Telephone: (512) 475-4700

e-mail: bill.peek@dir.state.tx.us

46. Modification to Term #46, Administration Reporting and Fees; replace entire section with the following:

Contractor agrees to provide a monthly sales report to the Texas DIR Primary Contact within thirty (30) days after the end of the month being reported. The report shall include the gross Texas sales for the period just ended. The monthly report will include the Procuring Agency ship to and bill to name, city, zip, purchase order number, product, quantity, unit price and extended price. The monthly report will also include adjustments from prior reporting periods, if applicable. The monthly sales report will be submitted electronically to the Texas DIR Primary Contact. Reports are required even if no activity occurred during the reporting period.

The Contractor shall submit a check payable to Texas Department of Information Resources for an amount equal to two percent (2%) of the Net Sales for the period (the "Administrative Fee"). The Net Sales shall be calculated by subtracting from the gross sales collected for the period any amounts refunded to Procuring Agencies during the period. The Net Sales will not include sales tax. The check for the Administrative Fee will be submitted by the last day of the month following the end of the reporting period, for example, if the reporting period ends March 31 the Administrative Fee would be due the last day of April. DIR may change its Administrative Fee upward or downward during the term of this Agreement upon sixty (60) days advance written notice to Contractor. The administrative fee to be collected by Gateway on behalf of DIR shall be included in the charges for the Products and Services set forth in Gateway's DIR WSCA ESS. Gateway will modify the discount applied to the List Price for any administrative fees over one percent (1%). The discount will be reduced by the amount over one percent (1%), for example if the administrative fee is two percent (2%) and the discount on the Product is three percent (3%), Gateway will reduce the three percent (3%) to two percent (2%).

The failure to file the utilization reports and fees on a timely basis shall constitute grounds for suspension of the participating addendum or termination of the participating addendum for cause. Contractor's liability for any breach of this Section shall not under any circumstances exceed the amount of administrative fees owed to DIR by Contractor under this section.

47. Technology Access, add section in its entirety:

The Contractor expressly acknowledges and agrees that State funds may not be expended in connection with the purchase of an automated information system unless that system meets certain statutory requirements relating to accessibility by persons with visual impairments (Texas Government Code Section 2157.005). Accordingly, the Contractor represents and warrants to DIR and each Customer purchasing products under this Agreement that the technology provided hereunder is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology of: (1) providing equivalent access for effective use by both visual and nonvisual means; (2) presenting

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information, including prompts used for interactive communications, in formats intended for nonvisual use; and (3) being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired. For purposes of this section, the phrase "equivalent access" means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical display and customizable display appearance.

48. Commodity Software; add section in its entirety:

Texas Gov't Code, Section 2157.068, requires State Agencies to buy commodity software in accordance with contracts developed by DIR unless the agency obtains a waiver from DIR. Therefore, Contractor agrees to coordinate all commodity software sales made coincident to this agreement through existing DIR contracts if available.

49. Dispute Resolution; add section in its entirety:

The dispute resolution process provided for in Chapter 2260, Texas Government Code, shall be used to attempt to resolve any claim for breach of contract.

50. Contractor Certifications, add section in its entirety:

Contractor certifies (i) it has not given, offered to give, and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Agreement; (ii) it is not currently delinquent in the payment of any franchise tax owed the State of Texas and is not ineligible to receive payment under Section 31.006 of the Texas Family Code and acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate; (iii) neither it, nor anyone acting for it, has violated the antitrust laws of the United States or the State of Texas, nor communicated directly or indirectly to any competitor or any other person engaged in such line of business for the purpose of obtaining an unfair price advantage; (iv) it has not received payment from DIR or any of its employees for participating in the preparation of this Agreement; and (v) during the term of this Agreement, it will not discriminate unlawfully against any employee or applicant and that, upon request it will furnish information regarding its nondiscriminatory hiring and promotion policies, as well as specific information on the composition of its principals and staff, including the identification of minorities and women in management or other positions with discretionary or decision-making authority.

51. Ability to Conduct Business in Texas, add section in its entirety:

The Contractor is an entity authorized and validly existing under the laws of its state of organization, is authorized to do business in Texas, and is not in default as to taxes owed to the State of Texas or any of its political subdivisions.

Contractor acknowledges and agrees that, to the extent Contractor owes any debt or delinquent taxes to the State of Texas, in accordance with Section 403.055(h), Texas Government Code, any payments Contractor is owed under this Agreement will be applied by the Comptroller of Public Accounts toward any debt or delinquent taxes Contractor owes the State of Texas until the debt or delinquent taxes are paid in full.

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Contractor is a "Qualified Information Systems Vendor" as defined in Section 2157.001, Texas Government Code. All Products and Services offered to Procuring Agencies under this Agreement are listed in Contractor's catalogue on file with the Texas General Services Commission (Texas Building and Procurement Commission).

52. Suits or Pending Proceedings, add section in its entirety:

To the best of the Contractor's knowledge and belief, there are no suits or proceedings pending or threatened against or affecting the Contractor, which if determined adversely to the Contractor will have a material adverse effect on the ability of the Contractor to fulfill its obligations under the Agreement.

53. Agreement Structure, add section in its entirety:

Each purchase order issued under this participating addendum that is accepted by Contractor will be subject to this participating addendum. Purchase transactions between the parties shall be governed by the terms and conditions of this participating addendum and any attachments thereto. In the event of a conflict between a term of this participating addendum (or an attachment to the participating addendum) and a purchase order issued by a procuring agency, the participating addendum term shall control. No additional term and condition of a purchase order issued by a procuring agency can weaken a term or condition of this participating addendum.

54. Preference to Texas Products, add section in its entirety:

Contractor agrees to comply with Section 2155.444 and Sections 2155.4441, Texas Government Code.

55. Promotion of Agreement, add section in its entirety:

Contractor may use the DIR logo in the promotion of this participating addendum to procuring agencies with the following stipulations: (a) the logo may not be modified in any way; (b) when displayed, the size of the DIR logo must be equal to or smaller than the Contractor's logo; (c) the sole use of the DIR logo will be to communicate the availability of the Products and Services available under this participating addendum to procuring agencies; and (d) any other use of the DIR logo requires DIR's prior written approval.

DIR may use the Contractor's name and logo in the promotion of this participating addendum to procuring agencies to communicate the Products and Services available under this participating addendum to procuring agencies with the following stipulations: (a) use of the logo may be on the DIR Web Site or on printed materials distributed to procuring agencies; (b) DIR agrees and acknowledges that Contractor retains all right, title and interest in Contractor's name and logo and that DIR will not at any time do or cause to be done, or fail to do or cause to be done, any act or thing, directly or indirectly, contesting or in any way impairing Contractor's right, title or interest in Contractor's name or logo; (c) DIR agrees to include the following acknowledgment statement in printed materials including Contractor's logo: "Gateway and the Gateway stylized logo are trademarks of Gateway, Inc."; (d) DIR agrees to comply with any guidelines provided by Contractor on the proper use of Contractor's logo; (e) DIR agrees that it will submit to Contractor, to the attention of Jamie Hackett at 610 Gateway Dr., N. Sioux City, SD 57049, fax# 605/232-1162, for Contractor's approval, samples of all materials bearing Contractor's logo a minimum of three (3) working days prior to any use or distribution of such materials; and (f) any other use of Contractor's name or logo requires Contractor's prior written approval.

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If Contractor is contacted by, or contacts, a potential procuring agency concerning buying information resources technologies that are already available under this participating addendum, Contractor will use reasonable efforts to make the potential procuring agency aware of this participating addendum and the ability of the potential procuring agency to buy hereunder.

56. Training, add section in its entirety:

The Contractor agrees to provide Product overview training to DIR at no charge if requested. The training will be held within the Austin area at times mutually agreed to by the Contractor and DIR.

57. Trade Shows, add section in its entirety:

Contractor understands and agrees that it must provide a staffed booth display or similar presence at no less than two trade shows or similar functions sponsored by DIR each calendar year, at Contractor's expense. Contractor agrees to display the DIR logo at all trade shows directed toward entities that qualify as DIR customers.

58. Price Agreement Number

All purchase orders issued by procuring agencies within the jurisdiction of this participating addendum shall include the following price agreement number: 91-00151.

This participating addendum, together with the exhibits, set forth the entire agreement between the parties and supercedes all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this participating addendum, together with its exhibits, shall not be added to or incorporated into this participating addendum and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this participating addendum and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

State of Texas, acting by and through the
Department of Information Resources

By: Patrick W. Hogan

9K Name: Patrick W. Hogan

Title: Director, Business Operations

Date: 12-13-01

Contractor: Gateway Companies, Inc.

By: Sara DenBeste

Name: Sara DenBeste

Title: Senior Manager – Contracts

Date: December 10, 2001

AMENDMENT #1
PARTICIPATING ADDENDUM
FOR STATE OF TEXAS
(Texas Department of Information Resources)
WESTERN STATES CONTRACTING ALLIANCE
Gateway Companies, Inc.
MASTER PRICE AGREEMENT
91-00151

This Amendment Number 1 is hereby affixed to and shall become part of the above-mentioned Participating Addendum entered between Gateway Companies, Inc. ("Contractor") and the Texas Department of Information Resources ("DIR") on behalf of the State of Texas. This Amendment Number 1, as incorporated in the Participating Addendum, is subject to all terms, conditions, restrictions, and limitations contained in the Participating Addendum and Agreement, not in conflict with this Amendment including the limitation of liability provision. The Participating Addendum is hereby modified as follows:

Term # 1, Definitions:

The Definition of "Equipment" is hereby restated to read:

"Equipment" refers to any information resource technology related product manufactured or produced by the Contractor. To include, but not be limited to: desktop and laptop computers, servers, workstations, displays, peripherals, and LAN and hardware components and spare parts listed in the Contractor's ESS. Third-Party Peripherals shall include and be limited to those listed in Appendix A to this Amendment. This Participating Addendum shall not include Software (excluding preloaded operating system and anti-virus software) or other third-party peripherals not listed within Appendix A.

The Definition of "Procuring Agency" is hereby restated to read:

"Procuring Agency" means any Texas state agency and local government as defined in Section 2054.003, Texas Government Code (including institutions of higher education as defined in Texas Education Code, Section 61.003), and those state agencies purchasing from a DIR contract through an Interagency Agreement, as authorized by Chapter 771, Texas Government Code.

Term # 49, Dispute Resolution, is hereby restated to read:

Applicable to State Agency purchases only, for disputes not resolved in the normal course of business or to resolve any claim for breach of contract, the dispute resolution process provided for in Chapter 2260, Texas Government Code, shall be used.

Term # 43, Lease Agreements, is hereby amended to read:

Contractor may lease Equipment to Procuring Entities in accordance with the terms and conditions approved by Contractor and DIR under the Master Lease Agreement that is in full force and effect between the two parties. The DIR Administrative Fee associated with the Master Lease Agreement shall be paid and reported as stated within this Agreement.

Term # 59, Handling of Written Complaints, is hereby added:

In addition to other remedies contained in this Agreement, a person contracting with DIR may direct their written complaints to the following office:

Public Information Office
Department of Information Resources
Attn: Matt Kelly
300 W. 15th Street, Suite 1300
Austin, TX 78701
(512) 936-6550, voice
(512) 475-4759, fax
Email: matt.kelly@dir.state.tx.us

All other terms and conditions of the Participating Addendum and Agreement shall remain in full force and effect. This Amendment is effective on the date last signed below.

IN WITNESS WHEREOF, this Amendment has been executed by the duly authorized representatives of the parties.

GATEWAY COMPANIES, INC.

**THE STATE OF TEXAS, acting by and
through the DEPARTMENT OF
INFORMATION RESOURCES**

By: Sara DenBeste

By: Patrick W. Hogan

^{for}
Name: Mary Jane Sweeney

Name: Patrick W. Hogan

Title: Sr Mgr, Contracts

Title: Director of Business Operations

Date: 1/21/03

Date: 1-15-03

Legal: sfh
1/13/03

Appendix A

Third-Party Peripherals

Printers and Multifunction			
HP	Lexmark	Xerox	Epson
Brother	Canon	Minolta	Okidata

Scanners			
HP	Visioneer	Epson	Canon

Monitors				
Viewsonic	Philips	Hitachi	Sony	NEC

PDA's		
Palm	Sony	HP
Casio		

Digital Cameras			
Olympus	Kodak	Nikon	Epson
Fujifilm	Minolta-QMS	Sony	HP
Panasonic	Toshiba	Canon	

Projectors			
Infocus	Epson	Proxima	Sony
Panasonic	Canon	Philips	Viewsonic

Power Protection			
APC	Belkin	TrippLite	Kensington

Modems			
US Robotics	Creative Labs	Xircom	

Input Devices			
Microsoft	Logitech	Targus	Kensington

Cables		
D-Link	TrippLite	Belkin
Xircom		

Graphics and Audio			
Creative Labs	Dazzle	JVC	Sony
VisionTek	NEC	Yamaha	Diamond Multimedia
Logitech	Altec Lansing	ATI Technologies	Turtle Beach

Memory		
Kingston	Viking	Crucial Technology
GoldenRam	Edge Memory	PNY

Networking	
HP	3COM

Storage			
Iomega	Maxell	Panasonic	Plextor
HP	Imation	Adaptec	Yamaha
Western Digital	Maxtor	Seagate	QPS
Sony			